

**A SUBSTITUTE RESOLUTION BY  
COMMUNITY DEVELOPMENT/ HUMAN RESOURCES COMMITTEE**

**09-R-1124**

**A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO AN OPERATING AND LEASE AGREEMENT WITH COMMUNITY CARE INC., SUCH THAT COMMUNITY CARE INC. MAY MAINTAIN, OPERATE, AND PROVIDE PROGRAMMING AT THE RICK MCDEVITT YOUTH CENTER AT FOUR CORNERS PARK; AND FOR OTHER PURPOSES.**

**WHEREAS**, Community Care, Inc. ("Care") is a registered, non-profit organization that has provided youth programming at the Rick McDevitt Youth Center ("Youth Center") at Four Corners park for over ten years; and

**WHEREAS**, in December 2008, Mayor Franklin implemented large cuts to the City of Atlanta budget and reduction in the City's work force to address an anticipated budget shortfall for Fiscal Year 2009. As a result, many of the City's recreation centers were close for programming, including the Youth Center; and

**WHEREAS**, Care has agreed to provide programming at and maintain the Youth Center at no cost to the City, thereby allowing the Center to provide services to the community; and

**WHEREAS**, the Department of Parks, Recreation and Cultural Affairs ("DPRCA") recommends that the City allow Care to perform this role, and the Atlanta City Council finds that such arrangement is in the best interest of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THAT COUNCIL OF THE CITY OF ATLANTA, GEORGIA** as follows:

**SECTION 1:** The Mayor or her designee, on behalf of the City, is hereby authorized to enter into an operating and Lease Agreement ("Agreement") between the City and Community Care, Inc. ("Care"). The purpose of said agreement is to allow Care to continue and expand its improvement, operation, maintenance, and programming at the Rick McDevitt Youth Center at Four Corners Park at no cost to the City.

**SECTION 2:** To the extent that Care is donating time and resources to the City, the City hereby accepts the donation.

**SECTION 3:** The City Attorney, or his designee is hereby authorized to prepare the Agreement for execution by the Mayor, and shall be approved as to form by the City Attorney or his designee.

**SECTION 4:** The Agreement shall not become binding upon either the City or Care, and the City shall incur neither obligation nor liability until the Agreement has been signed by the Mayor, executed by the City Clerk, and delivered to Community Care, Inc.